

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Dennis Andresky, Parks & Recreation Director 954 797-1150

PREPARED BY: Bette S. Gibson, Recreation Coordinator 954 797-1089

SUBJECT: Resolution

AFFECTED DISTRICT: District 3 and Townwide Participation

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT EXTENSION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND SUNSHINE AFTER SCHOOL CHILD CARE, INC., TO RENT DAVIE PINE ISLAND MULTIPURPOSE CENTER FOR THE PROVISION OF AFTER SCHOOL, EARLY RELEASE DAYS, SCHOOL DAYS OFF, WINTER BREAK AND SPRING BREAK AND EXTENDED SUMMER DAY CARE PROGRAMS. (\$4,550 estimated annual revenue)

REPORT IN BRIEF: The Town currently has an agreement with Sunshine After School Child Care, Inc. The agreement is due for renewal on June 30, 2009. Town staff and the vendor wish to renew the contract for an additional year. Sunshine After School Child Care, Inc. is requesting a one year renewal of the agreement with the same terms and conditions.

PREVIOUS ACTIONS: R-2006-113, R-2006-125, R-2007-055, R-2008-061

CONCURRENCES: None

FISCAL IMPACT: Yes

Has request been budgeted? n/a

If yes, expected cost: No cost to Town except for utilities at Pine Island Multipurpose Center

Additional Comments: The estimated annual revenue from this rental is \$4,550.
This amount includes a \$750 per year facility maintenance fee.

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Vendor Letter, Department Recommendation, Original Agreement, Current Corporate Status

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION OF THE CONTRACT BETWEEN THE TOWN AND SUNSHINE AFTER SCHOOL CHILD CARE, INC., TO RENT DAVIE PINE ISLAND MULTIPURPOSE CENTER FOR THE PROVISION OF AFTER SCHOOL, EARLY RELEASE DAYS, SCHOOL DAYS OFF, WINTER BREAK AND SPRING BREAK AND EXTENDED SUMMER DAY CARE PROGRAMS.

WHEREAS, the Town of Davie has an existing agreement with Sunshine After School Child Care, Inc, for renting the Davie Pine Island Multipurpose Center for an after school, early release days, school days off, winter break and spring break programs; and

WHEREAS, Sunshine After School Care, Inc., and the Town desire to extend the agreement for the third of three allowable one year extensions; and

WHEREAS, after review, the Town Council wishes to authorize the Mayor to approve a one year extension for renting the Davie Pine Island Multipurpose Center for the noted purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby approve a one year contract extension with Sunshine After School Care, Inc., to rent the Davie Pine Island Multipurpose Center for the time period of June 30, 2009 through June 29, 2010.

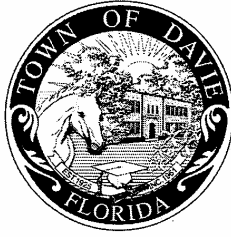
SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2009



PARKS AND RECREATION DEPARTMENT
6901 ORANGE DRIVE • DAVIE, FLORIDA 33314
PHONE: 954.797.1145 • FAX: 954.797.1148 • WWW.DAVIE-FL.GOV

Memorandum

TO: Dennis Andresky, Parks and Recreation Director *2/22/09*

FROM: Bette S. Gibson, Recreation Coordinator *Bette Gibson*

SUBJECT: Sunshine After School Child Care Inc. one year renewal for after school program rental

DATE: February 19, 2009

The Town of Davie has been satisfied with the services provided by Sunshine After School Child Care Inc. They have been renting the Davie Pine Island Multipurpose Center for after school child care. It has been a pleasure having this professional organization using our facility.

Staff recommends renewing their agreement for one year, according to the terms of their contract. The terms and conditions will remain the same.



March 26th, 2009

Dennis Andresky, Director
Mayor Paul and Council Members
Town of Davie, Florida
3801 S. Pine Island Road
Davie, FL 33328

Dear Mr. Andresky,

Sunshine Child Programs submits this letter of intent to you, Mayor Paul and the Council Members for the Town of Davie, Florida, for this year's renewal of our current contract agreement with the Town of Davie. The purpose of this renewal letter is to continue with our contract agreement to rent the Pine Island Multi-Purpose Center for the operation of our After School Care program, non-school day camp programs, and winter and spring camps throughout the 2009-2010 school years.

It is the intent of Sunshine Child Programs to continue to uphold all of the conditions and responsibilities as outlined in the original contract agreement made in May of 2006 between the Town of Davie and Sunshine After School Care, Inc.

It is our goal to continue to provide safe, quality, affordable year round child care services for the Town of Davie's students and families.

If you have any further questions or concerns, please feel free to contact me at (954) 295-4119.

Sincerely,


Colleen M. Gulla
Executive Director

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
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Detail by Entity Name

Florida Profit Corporation

SUNSHINE AFTER SCHOOL CARE, INC.

Filing Information

Document Number	P99000055103
FEI Number	650928481
Date Filed	06/16/1999
State	FL
Status	ACTIVE

Principal Address

7901 SW 36TH STREET
SUITE 202
DAVIE FL 33328

Changed 03/18/2002

Mailing Address

7901 SW 36TH STREET
SUITE 202
DAVIE FL 33328

Changed 03/18/2002

Registered Agent Name & Address

DOUGHTY, JANICE
7901 SW 36 STREET, SUITE 2002
DAVIE FL 33328 US

Address Changed: 02/04/2003

Officer/Director Detail

Name & Address

Title PCEO

DOUGHTY, JANICE
7901 SW 36 ST., SUITE 202
DAVIE FL 33328

Title V

DOUGHTY, CRAIG
7901 SW 36 ST., SUITE 202
DAVIE FL 33328

Title ST

DOUGHTY, HOWARD
7901 SW 36 ST., SUITE 202
DAVIE FL 33328

Annual Reports

Report Year Filed Date

2006	02/13/2006
2007	02/16/2007
2008	01/18/2008

Document Images

07/15/2008 -- Off/Dir Resignation	View image in PDF format
07/15/2008 -- Off/Dir Resignation	View image in PDF format
01/18/2008 -- ANNUAL REPORT	View image in PDF format
02/16/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
02/21/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
02/04/2003 -- ANNUAL REPORT	View image in PDF format
02/04/2002 -- ANNUAL REPORT	View image in PDF format
06/16/1999 -- Domestic Profit	View image in PDF format

Note: This is not official record. See documents if question or conflict.

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No Events

No Name History

Entity Name :

AGREEMENT BETWEEN THE TOWN OF DAVIE
AND SUNSHINE AFTER SCHOOL CHILD CARE, INC. RELATING TO
RENTAL OF THE DAVIE PINE ISLAND MULTIPURPOSE CENTER FOR
RECREATIONAL PROGRAMMING

THIS AGREEMENT, made and entered into this 3rd day of May, 2006, by and between:

Town of Davie, Florida
a municipal corporation
6591 Orange Drive
Davie, Florida, 33314
(hereinafter referred to as "TOWN")

AND

SUNSHINE AFTER SCHOOL CHILD CARE, INC.
7901 SW 36th Street, suite 200
Davie, Florida, 33328
(hereinafter referred to as "SUNSHINE")

WITNESSETH

WHEREAS, SUNSHINE, agrees to rent Davie Pine Island Multipurpose Center for operation of after school daycare programs with priority enrollment being given to Town residents; and

WHEREAS, Town and SUNSHINE believe that this after school child care program will provide an efficient, safe, and cost effective recreation operation for the Town's residents; and

WHEREAS, Town has a park area and facility suitable for use by both Town and SUNSHINE in conducting a joint recreation program for residents of Town of Davie; and

WHEREAS, the Town has verified Sunshine's qualifications, experience and capability to perform fully the requirements for a child care program, and has determined that SUNSHINE has the necessary staff with expertise, skills and capabilities to provide the required services as approved by the Davie Town Council on May, 2006; and

WHEREAS, Town and SUNSHINE wish to enter into this Agreement to outline the parties' responsibilities for rental of the Town's Davie Pine Island Multipurpose Center;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements as herein set forth, sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. TERM:

1.1. Sunshine After School Child Care, Inc agrees to pay the Town of Davie monthly rent of \$400 per month for use of the Davie Pine Island Multipurpose Center for the period commencing on July 24, 2006, and terminating on the last day of school in May, 2007. The Town reserves the right to extend the contract for up to three (3) one (1) year periods by mutual written agreement of the parties with Town Council approval. During any period of extension, all terms, conditions and specifications of the original agreement shall remain unless amended by written agreement by the parties adopted with the same formality as the original.

2. RECREATION PROGRAMS:

2.1 SUNSHINE agrees to offer an after school program, including early release days, school off days, winter and spring breaks and an extended summer program which will include, but not be limited, to the following activity:

After-School Program and Early Release Days

2.2 The after-school program will be conducted from 2:00 p.m. - 6:00 p.m. on school days and from 12:30 p.m. - 6:00 p.m. on early release school days.

The School Days Off, Winter Break and Spring Break Programs

2.3 The school days off, winter break and spring break programs will be conducted from 7:00 a.m. - 6:00 p.m.

Extended Summer Camp Programs

2.4 The Town offers an eight week summer camp program at Davie Pine Island Park. SUNSHINE will provide an extended summer camp program until the children return to Public School.

Special Circumstances

2.5 The Town reserves the right to cancel class(s) as deemed necessary. The after care program will be required to be off site during elections at Davie Pine Island Multipurpose Center. During Hurricanes or emergencies, the Town may need to cancel programs.

Regular ESE Student Program

2.6 Sunshine will provide care for programs as listed in 2.1 for Regular ESE Students based on reasonable accommodation limitations.

3. CONDITIONS FOR SUNSHINE AFTER SCHOOL CHILD CARE:

3.1 Renters use of the Davie Pine Island Multipurpose Facility is limited to (a) use of half of the gymnasium during the school year and full gymnasium during the extended summer camp program, (b) use of the arts & crafts room and game room as scheduled and approved by the Facility Operations Supervisor. It is understood and agreed to that priority use of the game room and arts & crafts room is for other Town programs and use by the general public.

3.2 It is understood and agreed to that the specified facility is being provided for use in its current "as is" condition.

3.3 The renter shall pay for all licenses, permits, and inspections necessary for the operations and all other costs necessary for operations.

3.4 The renter shall at all times conduct business in a professional and courteous manner to the satisfaction of the Parks and Recreation Department Director or Designee.

3.5 The renter shall provide qualified instructors and administrators for all activities planned.

3.6 The renter shall provide each participant with a fee schedule of any and all services that are offered.

3.7 The renter shall have the ability to work with children in wholesome, fun, leisure activities which addresses the various sports, arts, education and special interests appropriate to the age group.

3.8 The renter shall provide all After School Daycare Programs supplies, play equipment, crafts, games and materials.

3.9 The renter shall be responsible for housekeeping and maintaining the storage area in a clean and sanitary manner.

3.10 The renter will provide sufficient, qualified staff to oversee children based on HRS Guidelines and provide the Florida protective services background check on HRS Form 1651 for all employees.

3.11 Contractor shall comply with the Drug Free Workplace Act and provide a policy accordingly.

3.12 The renter provide list of all employees and provide proof of FDLE background screening for all employees, and for subcontractors five (5) business days prior to employees first day of employment. FDLE background screening must be redone on an annual basis.

3.13 Renter shall require its instructors, agents, students and invitees to follow all rules and regulations for the use of parks and park property as promulgated by Town and as set forth in Section 16.3 of Town's Municipal Code.

3.14 Town and its officers, agents and employees engaged in the operation, maintenance and repair of Town's facilities designated herein shall have the right, at any time, to enter upon and have free access to any and all parts of the premises used pursuant to this Agreement.

4. PROGRAM FEES AND PAYMENT TO THE TOWN:

4.1 SUNSHINE shall charge participants the fees established in RFP B-06-15. No annual and/or additional registration fee shall be charged to the participant in addition to the stated program fee. Renter will conduct all registration sessions and pay the Town their monthly rental fee contained in their proposal response.

The rental fee paid to the Town of Davie will be as follows:

		Date Due
Facility Maintenance Fee	\$750	August 1, 2006
July 24 – August 31 (prorated)	\$500	September 15, 2006
Sept. 1 – Sept 29	\$400	October 15, 2006
Oct. 2 – Oct. 31	\$400	November 15, 2006
Nov. 1 – Nov. 30	\$400	December 15, 2006
Dec. 1 – Dec. 29	\$400	January 15, 2007
Jan. 2 – Jan. 31	\$400	February 15, 2007
Feb. 1 – Feb. 28	\$400	March 15, 2007
March 1 – March 30	\$400	April 15, 2007
April 2 – April 30	\$400	May 15, 2007
May 1 – May 31	\$400	June 15, 2007

4.2 Penalty for late payment. Payment is due on or before the 15th of each month. There shall be a late charge of \$50.00 added to such payment, and interest at the highest rate allowed by law until the payment is brought up to date.

4.3 In addition to the regular monthly rental fee, the renter shall pay the Town an annual facility maintenance fee of \$750 payable to the Town within ten (10) days of the start of the program.

5. INSURANCE

5.1 The Contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance, and Automotive Liability Insurance, as stated in RFP.

The SUNSHINE shall furnish proof of Worker's Compensation Insurance, Liability Insurance, Automotive Liability Insurance and Professional Liability Insurance. SUNSHINE shall carry in force at all times the insurance coverage with the Town added as an "additional insured". Insurance requirements are as follows:

1. Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation	Statutory
Employer Liability	\$100,000 each accident
Disease	\$500,000 (policy limit)
Disease	\$100,000 (each employee)

2. Professional Liability - \$1,000,000

3. Commercial General Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage with an annual aggregate of not less than \$3,000,000. This shall include coverage for:

Premises/Operations
Products/Completed Operations
Contractual Liability
Independent Contractors

4. Business Automobile Liability Insurance - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage with an annual aggregate of not less than \$3,000,000. This shall include coverage for owned autos, hired autos and non-owned autos.

Insurance must be furnished to the Town's Purchasing Division and notification received of its approval by the Town's Risk Manager PRIOR TO THE COMMENCEMENT of any work. Failure to do so will result in the recommendation to terminate the contract immediately. The Town will be given 15 days written notice of any cancellation or material change in any policy.

6. INDEMNITY HOLD/HARMLESS AGREEMENT

6.1 The Contractor agrees to indemnify and hold harmless the Town, its officers, agents, and employees from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss or damage the Town may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.

7. CANCELLATION

7.1 The Town will issue a notice in writing should Renter fail to reasonably perform the services as specified herein in the sole discretion of the Town. Renter will have five (5) days after receipt of notice to respond to the complaint and advise any corrective action that will be taken to alleviate the problem. The Town reserves the right to cancel the contract if corrective action is not implemented.

8. PROTECTION OF PUBLIC SAFETY:

8.1 SUNSHINE shall exercise reasonable care and precaution at all times for the protection of persons and property on the premises provided under this Agreement. Safety provisions of all applicable laws and ordinances shall be strictly observed. Town reserves the right to expel any person from municipal property who is causing a disturbance, is conducting themselves in violation of Town rules, regulations, ordinances or whose conduct or activity presents a safety risk or public nuisance. Neither Town nor any of its officers, agents or employees shall be liable to SUNSHINE for any damages that may be sustained by SUNSHINE through exercise by Town of such right.

9. MODIFICATION AND WAIVER:

9.1 This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Modification to this Agreement can only be made in writing and by execution of both parties. Reference to the Agreement shall be deemed to include any duly executed modification or amendment. The failure of a party to insist on strict

performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

10. ASSIGNMENT:

10.1 This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstance without prior written consent from the other contracting party.

10.2 This agreement is for the benefit of the executing parties and is not to provide any rights to third parties as third party beneficiaries.

11. NOTICE:

11.1 Notices required by this Agreement shall be deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses:

AS TO CITY: Town of Davie
Parks and Recreation Director
6901 Orange Drive
Davie, Florida 33314

AS TO SUNSHINE:
Sunshine After School Child Care, Inc
7901 SW 36th Street, suite 200
Davie, Florida 33328

12. GOVERNING LAW AND VENUE:

12.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue for any litigation thereon to be found in the Seventeenth Judicial Circuit in and for Broward County, Florida.

13. SEVERABILITY:

13.1 If any part of this Agreement is found to be in conflict with applicable laws, such part shall be null and void insofar as it is found in conflict with the laws of the State of Florida, but the remainder of the Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

SUNSHINE AFTER SCHOOL CHILD CARE, INC. TOWN OF DAVIE,
FLORIDA

BY: _____
SUNSHINE AFTER SCHOOL CHILD CARE, INC. _____ MAYOR

ATTEST:

TOWN CLERK

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

SUNSHINE AFTER SCHOOL CHILD CARE, INC.,

BY: _____

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY, that on the _____ day of _____
2006, personally appeared before me, an officer duly authorized to administer oaths
and take acknowledgements, CEO of SUNSHINE AFTER SCHOOL CHILD CARE, Inc.,
signed this Agreement by and through SUNSHINE AFTER SCHOOL CHILD CARE,
Inc. and authorized to execute the same by SUNSHINE AFTER SCHOOL CHILD
CARE, Inc. on the _____ day of _____,
2006.

WITNESSETH my hand and official seal at _____
Broward County, Florida this _____ day of _____, 2006.

My Commission Expires:
NOTARY PUBLIC, State of Florida